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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION

11 CSE SAFEGUARD INSURANCE  
12 COMPANY, et al.,

13 Plaintiffs,

14 vs.

15 HYUNDAI MOTOR AMERICA,  
16 HYUNDAI MOTOR COMPANY, KIA  
AMERICA, INC., and KIA  
CORPORATION,

17 Defendants,  
18

CASE No. 8:23-cv-00439-JLS-JDE

**STIPULATED PROTECTIVE  
ORDER**

19 Pursuant to the Parties' Stipulation (Dkt. 63) and for good cause shown, the  
20 Court finds and orders as follows.

21 A. PURPOSES AND LIMITATIONS

22 Disclosure and discovery activity in this action is likely to involve production  
23 of confidential, proprietary, or private information for which special protection from  
24 public disclosure and from use for any purpose other than prosecuting this litigation  
25 may be warranted. Specifically, the Parties anticipate producing such documents for  
26 the purposes of confirmatory discovery in this action. Accordingly, the Parties hereby  
27 stipulate to and petition the Court to enter the following Stipulated Protective Order.  
28 The Parties acknowledge that this Order does not confer blanket protections on all

1 disclosures or responses to discovery and that the protection it affords from public  
2 disclosure and use extends only to the limited information, documents, or items that  
3 are entitled to confidential treatment under the applicable legal principles. The Parties  
4 further acknowledge that this Stipulated Protective Order does not entitle them to file  
5 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
6 that must be followed and the standards that will be applied when a party seeks  
7 permission from the Court to file material under seal. This agreement is effective as  
8 of the date of the filing of this action.

9 B. GOOD CAUSE STATEMENT

10 Good cause exists for entry of this Stipulated Protective Order because this  
11 action is likely to involve private or proprietary information such as Defendants' and  
12 Plaintiffs' confidential policies and procedures, competitively-sensitive business  
13 information, customer records, and financial information, for which special protection  
14 from public disclosure and from use for any purpose other than prosecution of this  
15 action is warranted.

16 Based on information requested and the nature of the case, the Parties anticipate  
17 that they will disclose, produce, or exchange information, documents, and tangible  
18 things that reflect sensitive personal, financial, and/or proprietary information, such  
19 as the names and residential addresses and Vehicle Identification Numbers of  
20 insureds' vehicles as to which a subrogation claim has been made or will be made,  
21 and trade secrets (including design, assembly, testing service, repair, and monitoring  
22 information of class vehicles, financial records, business strategy, customer  
23 information, and/or personally identifiable information). Private information of other  
24 third parties may also be disclosed. It is important that this information remain  
25 protected and not be readily available due to the dangers of identity theft, the  
26 constitutional privacy rights of third parties, and protection of business competition  
27 interests. The unrestricted or unprotected disclosure of such private, financial and/or  
28 business information would result in prejudice or harm to the producing party and

1 third parties by revealing their information which could result in identity theft, loss of  
2 business and/or violation of federal and state privacy laws.

3 Accordingly, to expedite the flow of information, to facilitate the prompt  
4 resolution of disputes over confidentiality of discovery materials, to adequately  
5 protect information the Parties are entitled to keep confidential, to ensure that the  
6 Parties are permitted reasonable necessary uses of such material in preparation for  
7 and in the conduct of trial, to address their handling at the end of the litigation, and to  
8 serve the ends of justice, a protective order for such information is justified in this  
9 matter. It is the intent of the Parties that information will not be designated as  
10 confidential for tactical reasons and that nothing be so designated without a good faith  
11 belief that it has been maintained in a confidential, non-public manner, and there is  
12 good cause why it should not be part of the public record of this case.

13 2. DEFINITIONS

14 2.1 Action: *CSE Safeguard Insurance Company et al. v. Hyundai Motor*  
15 *America et al.*, Case No. 8:23-cv-00439-JLS-JDE.

16 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
17 of information or items under this Order.

18 2.3 “CONFIDENTIAL” Material: information (regardless of how it is  
19 generated, stored or maintained) or tangible things that qualify for protection under  
20 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
21 Statement.

22 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as  
23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates as  
25 “CONFIDENTIAL” information or items that it produces or withholds in disclosures  
26 or in responses to discovery.

27 2.6 Disclosure or Discovery Material: all items or information, regardless of  
28 the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are exchanged,  
2 produced or generated in disclosures or responses to discovery in this matter.

3       2.7 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
5 an expert witness or as a consultant in this Action.

6       2.8 In-House Counsel: attorneys who are employees of a Party to this Action  
7 and their support staff. In-House Counsel does not include Outside Counsel of Record  
8 or any other outside counsel.

9       2.9 Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11       2.10 Outside Counsel of Record: attorneys who are not employees of a Party  
12 to this Action but are retained to represent or advise a Party to this Action and have  
13 appeared in this Action on behalf of that Party or are affiliated with a law firm which  
14 has appeared on behalf of that Party, and includes support staff.

15       2.11 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and  
17 supporting attorneys and staff).

18       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20       2.13 Professional Vendors: persons or entities that provide litigation support  
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24       2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL” as defined in 2.3.

26       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
27 from a Producing Party.

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1     3.     SCOPE

2           The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or extracted  
4 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
5 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
6 or their Counsel that might reveal Protected Material. However, the protections  
7 conferred by this Stipulation and Order do not cover the following: (a) any  
8 information that is in the public domain at the time of disclosure to a Receiving Party  
9 or becomes part of the public domain after its disclosure to a Receiving Party as a  
10 result of publication not involving a violation of this Order, including becoming part  
11 of the public record through trial or otherwise; and (b) any information known to the  
12 Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
13 disclosure from a source who obtained the information lawfully and under no  
14 obligation of confidentiality to the Designating Party. Any use of Protected Material  
15 at trial shall be governed by the orders of the trial judge or separate agreement. This  
16 Order does not govern the use of Protected Material at trial.

17     4.     DURATION

18           Even after final disposition of this litigation, the confidentiality obligations  
19 imposed by this Order shall remain in effect until a Designating Party agrees  
20 otherwise in writing or a court order otherwise directs. Final disposition shall be  
21 deemed to be the later of (1) dismissal of all claims and defenses in this Action and  
22 (2) final judgment herein after the completion and exhaustion of all appeals,  
23 rehearings, remands, trials, or reviews of this Action, including the time limits for  
24 filing any motions or applications for extension of time pursuant to applicable law.

25           Within 60 days of final disposition of this Action, each Receiving Party must  
26 return all Protected Material to the Producing Party or destroy such material. As used  
27 in this paragraph, "all Protected Material" includes all copies, abstracts, compilations,  
28 summaries, and any other format reproducing or capturing any of the Protected

1 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
2 must submit a written certification to the Producing Party (and, if not the same person  
3 or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by  
4 category or bates number) all the Protected Material that was returned or destroyed  
5 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
6 compilations, summaries or any other format reproducing or capturing any of the  
7 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
8 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
9 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
10 reports, attorney work product, and consultant and expert work product, even if such  
11 materials contain Protected Material. Any such archival copies that contain or  
12 constitute Protected Material remain subject to this Order.

13 5. DESIGNATING PROTECTED MATERIAL

14 5.1 Exercise of Restraint and Care in Designating Material for Protection.

15 Each Party or Non-Party that designates information or items for protection  
16 under this Order must take care to limit any such designation to specific material that  
17 qualifies under the appropriate standards. Where reasonably practicable, the  
18 Designating Party must designate for protection only those parts of material,  
19 documents, items, or oral or written communications that qualify so that other  
20 portions of the material, documents, items, or communications for which protection  
21 is not warranted are not swept unjustifiably within the ambit of this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations  
23 made for an improper purpose (*e.g.*, to unnecessarily encumber the case development  
24 process or to impose unnecessary expenses and burdens on other Parties) may expose  
25 the Designating Party to sanctions.

26 If it comes to a Designating Party's attention that information or items that it  
27 designated for protection do not qualify for protection, that Designating Party must  
28 promptly notify all other Parties that it is withdrawing the inapplicable designation.

1           5.2 Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (*see, e.g.*, second paragraph of section 5.2(b) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order must be clearly so designated before or when the material is disclosed  
5 or produced, as follows:

6           (a) For information in documentary form (*e.g.*, paper or electronic  
7 documents, but excluding transcripts of depositions or other pretrial or trial  
8 proceedings), the Producing Party will affix at a minimum, the word  
9 “CONFIDENTIAL”, to each page that contains Protected Material. If only a portion  
10 or portions of the material on a page qualifies for protection, to the extent reasonably  
11 practicable, the Producing Party will identify the protected portion(s) (*e.g.*, by making  
12 appropriate markings in the margins).

13           (b) For original documents that are made available for inspection, the  
14 Discovery Material need not be designated for protection until after the inspecting  
15 Party has indicated which documents it would like copied and produced. During the  
16 inspection and before the designation, all of the material made available for inspection  
17 shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
18 documents it wants copied and produced, the Producing Party must determine which  
19 documents, or portions thereof, qualify for protection under this Order. Then, before  
20 producing the specified documents, the Producing Party must affix the word  
21 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion  
22 or portions of the material on a page qualifies for protection, to the extent reasonably  
23 practicable, the Producing Party will identify the protected portion(s) (*e.g.*, by making  
24 appropriate markings in the margins).

25           (c) Deposition testimony may be designated as “CONFIDENTIAL,” in whole  
26 or in part, either on the record during the deposition or by identifying the page and  
27 line(s) of testimony for which it seeks protection within thirty (30) days after receipt  
28 of the written transcript by the Designating Party. Until that time, and unless otherwise



1 indicated in writing or on the record, all deposition testimony shall be treated as  
2 “CONFIDENTIAL” to permit counsel for the Party deposed an opportunity to  
3 designate the deposition testimony as Protected Material. If designation is made  
4 during the 30-day period after receipt of the transcript, all Parties in possession of the  
5 transcript at the time of receiving the designation or thereafter shall place the label  
6 “CONFIDENTIAL” on the front cover of the transcript, on each or all of the exhibits  
7 and/or pages so designated, and on each copy thereof upon notice that the confidential  
8 designation has been made. In the event that a Party needs to file a deposition  
9 transcript with the Court prior to the expiration of the 30-day period set forth above,  
10 that entire transcript shall be treated as if it had been designated as Protected Material.  
11 The court reporter shall operate in a manner consistent with this Order and shall  
12 separately label the confidential portions of the deposition transcript, including  
13 documents and other exhibits containing confidential information. If a Party or Non-  
14 Party desires to protect or use confidential information at trial, the issue should be  
15 addressed during the pre-trial conference.

16 (d) For information produced in some form other than documentary and for any  
17 other tangible items, the Producing Party shall affix in a prominent place on the  
18 exterior of the container or containers in which the information is stored the word  
19 “CONFIDENTIAL.” For protected information produced in native format (such as an  
20 Excel spreadsheet), the Producing Party shall include “CONFIDENTIAL” in the file  
21 name. If only a portion or portions of the information warrants protection, the  
22 Producing Party, to the extent practicable, shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate  
24 qualified information or items does not, standing alone, waive the Designating Party’s  
25 right to secure protection under this Order for such material. Upon correction of a  
26 designation, the Receiving Party must make reasonable efforts to ensure that the  
27 material is treated in accordance with the provisions of this Order.

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1     6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2             6.1     Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5             6.2     Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37-1 *et seq.* by serving a written letter giving  
7 notice to the Designating Party of each designation being challenged, including the  
8 bates numbers where the challenged designations appear, and describing the basis for  
9 each challenge. The written notice must indicate that the challenge to confidentiality  
10 is being made pursuant to this Protective Order.

11            6.3     Joint Stipulation. If the Parties are unable to reach a resolution after  
12 meeting and conferring, any submission made to the Court for relief shall be in  
13 accordance with Local Rule 37-2.

14            6.4     The burden of persuasion in any such challenge proceeding shall be on  
15 the Designating Party. Frivolous challenges, and those made for an improper purpose  
16 (*e.g.*, to harass or impose unnecessary expenses and burdens on other Parties) may  
17 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
18 or withdrawn the confidentiality designation, all Parties shall continue to afford the  
19 material in question the level of protection to which it is entitled under the Producing  
20 Party's designation until the court rules on the challenge.

21     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

22            7.1     Basic Principles. A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with this  
24 Action only for prosecuting, defending, or attempting to settle this Action. Such  
25 Protected Material may be disclosed only to the categories of persons and under the  
26 conditions described in this Order. When the Action has been terminated, a Receiving  
27 Party must comply with the provisions of section 4 above (DURATION).

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1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
10 to disclose the information for this Action;

11 (b) the officers, directors, and employees (including In-House Counsel) of  
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the Court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants and mock jurors to whom disclosure is  
19 reasonably necessary for this Action and who have signed the “Acknowledgment and  
20 Agreement to Be Bound” (Exhibit A);

21 (g) Professional Vendors, provided that counsel retaining them instructs them  
22 not to disclose any confidential material to third parties and to immediately return or  
23 destroy all originals and copies of any confidential material as appropriate.

24 (h) the author or recipient of a document containing the information or a  
25 custodian or other person who otherwise possessed or knew the information;

26 (i) present or former employees of the Producing Party in connection with their  
27 depositions in this action (provided that no former employees shall be shown  
28 documents prepared after the date of his or her departure);

(j) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided that witness has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(k) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3. Own Documents. Nothing herein shall affect or restrict the rights of any Party with respect to its own documents or to the information obtained or developed independently of documents, transcripts, and materials afforded confidential treatment pursuant to this Order.

7.4. Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Before a Party files Protected Material or makes a filing that discusses or references the content, subject matter, or nature of Protected Material designated as such by the other Party, the filing Party shall confer with the Designating Party in accordance with Civil Local Rule 79-5.2.2(b).

## 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION OR INVESTIGATIONS

If a Party is served with a document request, subpoena, or a court order issued in other litigation or investigation by any federal, state, or local government agency, department, or other entity that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena or order to  
 2 issue in the other litigation that some or all of the material covered by the subpoena  
 3 or order is subject to this Protective Order. Such notification shall include a copy of  
 4 this Stipulated Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
 6 the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served with  
 8 the subpoena or court order shall not produce any information designated in this action  
 9 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
 10 or order issued, unless the Party has obtained the Designating Party’s permission. The  
 11 Designating Party shall bear the burden and expense of seeking protection in that court  
 12 of its confidential material and nothing in these provisions should be construed as  
 13 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
 14 directive from another court.

15 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
 16 PRODUCED IN THIS LITIGATION

17 (a) The terms of this Order are applicable to information produced by a Non-  
 18 Party in this Action and designated as “CONFIDENTIAL.” Such information  
 19 produced by Non-Parties in connection with this litigation is protected by the  
 20 remedies and relief provided by this Order. Nothing in these provisions should be  
 21 construed as prohibiting a Non-Party from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to  
 23 produce a Non-Party’s confidential information in its possession, and the Party is  
 24 subject to an agreement with the Non-Party not to produce the Non-Party’s  
 25 confidential information, then the Party shall:

26 (1) promptly notify in writing the requesting Party and the Non-Party  
 27 that some or all of the information requested is subject to confidentiality agreement  
 28 with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

#### 11. UNINTENTIONAL OR INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain unintentionally or inadvertently produced material is subject to a claim of privilege or other protection (including, but not limited to, the attorney-client privilege, work-product protection, and trial-preparation privileges), the obligations of the Receiving

1 Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to  
2 Fed. R. Evid. 502(d), the production of a privileged or work-product-protected  
3 document, whether inadvertent or otherwise, is not a waiver of privilege or protection  
4 from discovery in this case or in any other federal or state proceeding. If possible, the  
5 producing party must substitute the inadvertently produced document with one that  
6 redacts the information subject to the claimed protections. The parties must confer in  
7 a good faith attempt to resolve any disputes subject to this section before seeking court  
8 intervention. The parties agree to the entry of a non-waiver order under Fed. R. Evid.  
9 502(d) as set forth herein.

10 12. MISCELLANEOUS

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
12 person to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
14 Protective Order, no Party waives any right it otherwise would have to object to  
15 disclosing or producing any information or item on any ground not addressed in this  
16 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
17 ground to use in evidence of any of the material covered by this Protective Order.

18 13. Any violation of this Order may be punished by any and all appropriate  
19 measures including, without limitation, contempt proceedings and/or monetary  
20 sanctions.

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22 DATED: October 05, 2023

23   
24 JOHN D. EARLY  
25 United States Magistrate Judge  
26  
27  
28

EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare  
 under penalty of perjury that I have read in its entirety and understand the Stipulated  
 Protective Order that was issued by the United States District Court for the Central  
 District of California in the case of *State Automobile Mutual Insurance Company et*  
*al. v. Hyundai Motor America et al.*, Case No. 8:23-cv-00439-JLS-JDE (C.D. Cal.). I  
 agree to comply with and to be bound by all the terms of this Stipulated Protective  
 Order, and I understand and acknowledge that failure to so comply could expose me  
 to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
 not disclose in any manner any information or item that is subject to this Stipulated  
 Protective Order to any person or entity except in strict compliance with the  
 provisions of this Order. I further agree to submit to the jurisdiction of the United  
 States District Court for the Central District of California for the purpose of enforcing  
 the terms of this Stipulated Protective Order, even if such enforcement proceedings  
 occur after termination of this action. I hereby appoint  
 \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with  
 this action or any proceedings related to enforcement of this Stipulated Protective  
 Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_